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File #: 209803

October 22, 2026

VIA ELECTRONIC FILING

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Petition of PPL Electric Utilities Corporation for Approval of Its Non-Bypassable Customer Protection Transmission Rider, Elimination of Its Transmission Service Charge, Changes to Its Generation Supply Charges, Changes to Its Retail Tariff, and Changes to Its Electric Generation Supplier Coordination Tariff
Docket No. P-2026-3065185**

**Petition of PPL Electric Utilities Corporation for Amendment of Its Default Service Program and Procurement Plan for the Period June 1, 2025, through May 31, 2029
Docket No. P-2024-3047290**

**Petition of PPL Electric Utilities Corporation for Waiver of Any and All Regulations Necessary to Implement the Company's Proposals
Docket No. P-2026-3065186**

Dear Secretary Homsher:

Attached for filing is the Answer of PPL Electric Utilities Corporation to the New Matter of the Office of Consumer Advocate in the above-referenced proceedings.

Copies will be provided as indicated on the Certificate of Service.

Matthew Homsher, Secretary
October 22, 2026
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Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Devin Ryan", with a long horizontal flourish extending to the right.

Devin Ryan

DR/bfc
Attachment

cc: The Honorable John M. Coogan (*via email; w/attachment*)
The Honorable Erin L. Gannon (*via email; w/attachment*)
Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

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Date: October 22, 2026



Devin T. Ryan

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of PPL Electric Utilities	:	
Corporation for Approval of Its Non-	:	
Bypassable Customer Protection	:	Docket No. P-2026-3065185
Transmission Rider, Elimination of Its	:	
Transmission Service Charge, Changes to	:	
Its Generation Supply Charges, Changes to	:	
Its Retail Tariff, and Changes to Electric	:	
Generation Supplier Coordination Tariff	:	
	:	
Petition of PPL Electric Utilities	:	
Corporation for Amendment of Its Default	:	Docket No. P-2024-3047290
Service Program and Procurement Plan for	:	
the Period June 1, 2025, through May 31,	:	
2029	:	
	:	
Petition of PPL Electric Utilities	:	
Corporation for Waiver of Any and All	:	Docket No. P-2026-3065186
Regulations Necessary to Implement the	:	
Company's Proposals	:	

**ANSWER OF PPL ELECTRIC UTILITIES CORPORATION TO THE
NEW MATTER OF THE OFFICE OF CONSUMER ADVOCATE**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Pursuant to Section 5.63 of the Pennsylvania Public Utility Commission's ("Commission") regulations, PPL Electric Utilities Corporation ("PPL Electric" or the "Company") hereby files this Answer to the New Matter of the Office of Consumer Advocate ("OCA") in the above-captioned proceeding.

I. ANSWER TO NEW MATTER

OCA's New Matter begins at Paragraph 119 of its Answer and New Matter to PPL Electric's Petition filed on September 14, 2026 ("Petition"), to, among other things, establish the

Customer Protection Transmission Rider (“CPTR”). Accordingly, PPL Electric’s Answer below begins at Paragraph 119.

119. PPL Electric incorporates Paragraphs 1 through 118 of its Petition by reference as though they were fully set forth herein.

120. Denied. Paragraph 120 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

121. Denied. Paragraph 121 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

122. Denied. Paragraph 122 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

123. Denied. Paragraph 123 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

124. Denied. Paragraph 124 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal

authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

125. Denied. Paragraph 125 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

126. Denied. Paragraph 126 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

127. Denied. Paragraph 127 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

128. Denied. Paragraph 128 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authorities cited by OCA speak for themselves. Any interpretation, characterization, or quotation thereof is denied.

129. Denied. Paragraph 129 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

130. Denied. Paragraph 130 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

131. Denied. Paragraph 131 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

132. Denied. Paragraph 132 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

133. Denied. Paragraph 133 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

134. Denied. Paragraph 134 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

135. Denied. Paragraph 135 contains legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal

authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

136. Denied. Paragraph 136 contains legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authorities cited by OCA speak for themselves. Any interpretation, characterization, or quotation thereof is denied.

137. Denied. Paragraph 137 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authority cited by OCA speaks for itself. Any interpretation, characterization, or quotation thereof is denied.

138. Denied. Paragraph 138 is a legal conclusion to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the legal authorities cited by OCA speak for themselves. Any interpretation, characterization, or quotation thereof is denied. In further response, the terms and conditions of PPL Electric's current retail and supplier tariffs were established in the Company's 2025 Rate Case. On June 4, 2026, the Commission entered its Opinion and Order unanimously approving the Joint Petition for Non-Unanimous Settlement of All Issues ("Settlement") that established the terms and conditions of PPL Electric's retail and supplier tariffs. OCA signed and supported that Settlement. Yet, less than 4 months after the Commission's entered its June 4, 2026 Order, filed a Formal Complaint contending that the Company's existing rates are unjust, unreasonable, and unduly discriminatory or preferential. As the challenger to existing rates, OCA "carries a very heavy burden to prove that the facts and circumstances have changed so drastically as to render the application of the tariff provision

unreasonable.”¹ PPL Electric strongly supports its Petition and maintains that the proposed CPTR and other requested proposals in the Petition can improve upon the existing protections and rates in the Company’s Commission-approved tariffs. Such a filing does not, however, evidence a concession that the existing rates and retail and supplier tariffs are unjust, unreasonable, or unduly discriminatory or preferential. By way of further response, PPL Electric has repeatedly been a leader in protecting customers from cost shifts and the risk of stranded costs associated with large-load interconnections. Beginning in 2023, the Company voluntarily included security requirements in its Electric Service Agreements (“ESAs”) to guard against stranded asset costs. PPL Electric then proposed Pennsylvania’s first large load tariff in its 2025 Rate Case, reached the Settlement establishing that tariff as modified by the Settlement, and ultimately implemented Rate LP-6—the Commonwealth’s first and unanimously Commission-approved large load tariff. Rate LP-6 includes important customer protections, including minimum load guarantees, exit fees, security obligations, and first-of-their-kind contributions toward universal service costs by Rate LP-6 customers. This area continues to evolve rapidly, and the proposed CPTR is a continuation of PPL Electric’s leadership and its efforts to further protect customers by addressing certain costs associated with upgrades to the broader transmission system caused by or associated with these large loads.

139. Denied. Paragraph 139 contains legal conclusions to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Moreover, PPL Electric’s tariff speaks for itself. Any interpretation, characterization, or quotation thereof is

¹ *Shenango Twp. Bd. of Supervisors v. Pennsylvania PUC*, 686 A.2d 910, 914 (Pa. Cmwlth. 1996) (citing *Zucker v. Pennsylvania Public Utility Com.*, 401 A.2d 1377 (Pa. Cmwlth. 1979)); *see also Kossman v. Pennsylvania PUC*, 694 A.2d 1147, 1151 (Pa. Cmwlth. 1997) (stating that “tariff provisions that have been properly submitted to and approved by the Commission are prima facie reasonable.”).

denied. Further, PPL Electric incorporates Paragraph 138, *supra*, and Paragraphs 146, 150, and 157, *infra*, as if fully set forth herein.

140. Denied. The Commission’s 2026 Electricity Load Forecast Accountability Annual Report is a written document, the terms of which speak for itself. Any interpretation, characterization, or quotation thereof is denied.

141. Admitted in part and denied in part. It is admitted that Rate LP-6 and PPL Electric’s proposed CPTR are “steps toward addressing concerns facing non-data center customers” and that certain facts have changed since the close of the record in PPL Electric’s 2025 Rate Case. It is denied that those facts have changed so “materially” in a matter of four months as to render the Company’s existing, Commission-approved rates unjust, unreasonable, or unduly discriminatory or preferential. Further, PPL Electric incorporates Paragraph 138, *supra*, as if fully set forth herein.

142. Admitted in part and denied in part. PPL Electric cannot speculate as to what “the Commission saw” when it rendered its June 4, 2026 Opinion and Order in the 2025 Rate Case. As such, PPL Electric denies the same. The remainder of Paragraph 142 is admitted.

143. Admitted in part and denied in part. It is admitted that PPL Electric has seen an increase in its projected growth in large load interconnections and has been open and transparent about that growth each quarter. Consistent with statutory obligations, PPL Electric has been providing forecast data to the Commission on that projected growth over the past several months² and has no issues with providing the same aggregated data to the parties. PPL Electric incorporates Paragraph 178, *infra*, as though it were fully set forth herein. The remainder of Paragraph 143

² Act 45 of 2005 requires the Commission to: (1) “review and validate load forecasts submitted by Pennsylvania utilities to PJM”; (2) “coordinate with PJM and other states so that system planning reflects accurate, nonduplicative information”; and (3) “obtain access to materials, including confidential agreements, that are necessary to perform this oversight.” 72 P.S. Ch. 1, Article XVIII-B, § 1802-B(b)(1)-(3). Pursuant to that directive, the Commission regularly has propounded data requests on PPL Electric asking for this information, and the Company has submitted that information in response. *See, e.g., EDC Load Forecast Review*, Docket No. M-2025-3058814 (PPL Electric Reply to Data Request Set 4 dated June 4, 2026).

consists of legal conclusions and requests for relief to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same.

144. Admitted in part and denied in part. It is admitted that PPL Electric has seen an increase in its projected growth in large load interconnections. The remainder of Paragraph 144 consists of legal conclusions and requests for relief to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same.

145. Admitted in part and denied in part. It is admitted that the OCA filed a Formal Complaint against PPL Electric on October 2, 2026. The Complaint is a written document, the terms of which speak for itself. Any interpretation, characterization, or quotation thereof is denied. The remainder of Paragraph 145 consists of legal conclusions and requests for relief to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. In further response, PPL Electric's proposed CPTR is specifically designed by the Company to accomplish the same goal as OCA seeks: to establish a rate mechanism that ensures data center customers pay the transmission facilities costs they are causing and prevent those costs from being borne by other ratepayers.

146. Admitted in part and denied in part. It is admitted that data center customers have significant electric demand and have reliability risks that are different from other types of customers. The remainder of Paragraph 146 consists of legal conclusions and requests for relief to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. In further response, PPL Electric agrees that its tariffs and interconnection requirements should ensure the continued provision of safe and reliable electric service to existing customers. Through the Company's existing Rate LP-6, PPL Electric subjects large load customers, such as data centers, to a number of requirements that are designed to: (1) protect other customer classes

from bearing the costs incurred to serve Rate LP-6 customers; and (2) mitigate the risk of stranded costs. The Company's proposed CPTR and associated proposals are designed to build on those requirements and further protect non-Rate LP-6 customers by addressing certain costs associated with upgrades to the broader transmission system. However, PPL Electric's authority, as an electric distribution company ("EDC"), to curtail or interrupt customers is limited and must comply with all applicable state and federal requirements. Moreover, PPL Electric disagrees that large load customers' demand and reliability risks "must be addressed" through mandatory interruptible rates.

147. Denied. It is denied that a separate rate classification for data centers "relates to how PPL Electric has incorporated and will incorporate proposed data center additions into its load forecast and which load forecasts are used for different planning efforts." A separate rate classification based on the large load customers' end-use would not result in differences in how the load forecasts used for reporting and planning purposes are developed. The remainder of Paragraph 147 consists of legal conclusions and requests for relief to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same.

148. Denied. Paragraph 148 contains legal conclusions to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Moreover, PPL Electric's tariff speaks for itself. Any interpretation, characterization, or quotation thereof is denied. Further, PPL Electric incorporates Paragraphs 138 and 146, *supra*, as if fully set forth herein.

149. Denied. Paragraph 149 contains legal conclusions to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Moreover, the Commission-approved tariffs of PPL Electric and other EDCs, along with the Commission's

Model Tariff and associated Order, speak for themselves. Any interpretation, characterization, or quotation thereof is denied. Further, PPL Electric incorporates Paragraphs 138 and 146, *supra*, as if fully set forth herein.

150. Admitted in part and denied in part. It is admitted that mandatory interruptible rates “can reduce or defer the escalation of emergency actions that need to be taken on the PJM grid or PPL Electric system.” It is denied that mandatory interruptible rates are the only method to achieve that end, as additional generation capacity, properly designed curtailment priorities, and voluntary interruptible rates can do so in an effective manner. Further, PPL Electric incorporates Paragraphs 138 and 146, *supra*, as if fully set forth herein.

151. Denied. PPL Electric incorporates Paragraphs 138, 146, and 150, *supra*, and Paragraph 157, *infra*, as if fully set forth herein.

152. Admitted in part and denied in part. It is admitted that “individualized EDC-tariff proceedings are the appropriate venue to determine how, within each service territory and under each EDC’s tariff, the costs caused by computational large-load customers should be identified, allocated, and recovered, ensuring that those customers bear their fair share without shifting costs to the EDC’s broader customer base.” In fact, PPL Electric initiated this proceeding to accomplish that goal. Also, Paragraph 152 contains legal conclusions to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the Commission’s Model Tariff and associated Order speak for themselves. Any interpretation, characterization, or quotation thereof is denied.

153. Admitted in part and denied in part. It is admitted that “[d]ata centers and other large loads more often than not require substantial transmission network upgrades, local transmission upgrades, substations, transformers, breakers, line extensions, feeder upgrades, and

other wires facilities.” Also, Paragraph 153 contains legal conclusions to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the Commission’s Model Tariff and associated Order speak for themselves. Any interpretation, characterization, or quotation thereof is denied.

154. Denied. PPL Electric lacks sufficient information or knowledge as to the “preliminary examination” performed by OCA and, therefore, denies the same. Also, Paragraph 154 contains legal conclusions to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Moreover, PPL Electric’s tariff speaks for itself. Any interpretation, characterization, or quotation thereof is denied. Further, PPL Electric incorporates Paragraphs 138 and 146, *supra*, and Paragraph 157, *infra*, as if fully set forth herein.

155. Denied. It is denied that PPL Electric’s “existing retail rate structure” is incapable of “allocating transmission upgrade costs consistent with existing policy direction from the Commission and Ratepayer Protection Pledge.” PPL Electric incorporates Paragraphs 138 and 146, *supra*, and Paragraph 157, *infra*, as if fully set forth herein. Also, Paragraph 155 contains legal conclusions to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. In further response, the reasons supporting the Company’s Petition to establish the CPTR are fully set forth in the Petition itself.

156. Admitted in part and denied in part. It is admitted that OCA disputes that PPL Electric cannot directly assign transmission network upgrades costs to new large load customers. The remainder of Paragraph 156 consists of legal conclusions and requests for relief to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same.

157. Admitted in part and denied in part. Paragraph 157 presents a hypothetical premised on an incorrect understanding of PPL Electric’s contributions in aid of construction

(“CIAC”) charged to retail customers. Under Rate LP-6, the CIACs charged to large load customers as “upfront milestone payments ahead of work performed for the cost of directly assignable transmission and distribution upgrades”³ are not, as alleged by OCA, “refund[ed] . . . through delivery revenues.” As such, the hypothetical posited by OCA, as well as its conclusion about the propriety of recovery through volumetric distribution rates, is denied. It is admitted, however, that existing customers can face stranded cost risk if a large load customer “later reduces load, delays ramp, or exits service.” For that reason, PPL Electric’s Commission approved Rate LP-6, which OCA previously supported, contains a suite of requirements designed to insulate customers from that potential stranded cost risk, including: (1) a security instrument for the entire “Rate Base Security Obligation” (defined as “an amount equal to the cost of upgrades needed to serve the customer, including, but not limited to, the costs that the Company would not have incurred but for the interconnection of the customer, that are placed into rate base and recovered through transmission rates”); (2) an initial load ramp schedule for up to the first five years; and (3) an “exit fee” that equals “the remaining minimum load guarantee obligation during the [Electric Service Agreement (‘ESA’)] term at the time the customer terminates the ESA, or the remaining amount of the Rate Base Security Obligation, whichever is greater.”⁴ PPL Electric’s CPTR builds upon these protections and would further insulate non-Rate LP-6 customers from stranded cost risks by assigning all the transmission facilities costs that are incurred “but for” the interconnection of those customers are recovered through Rate LP-6’s CPTR and not from other customers.

158. Denied. Paragraph 158 contains legal conclusions to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, PPL Electric incorporates Paragraphs 138, 146, and 157, *supra*, as if fully set forth herein.

³ Supp. No. 2 to Electric Pa. P.U.C. No. 202, First Revised Page No. 35E.

⁴ *Id.*

159. Denied. Paragraph 159 contains legal conclusions to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same.

160. Denied. Paragraph 160 contains legal conclusions and requests for relief to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. PPL Electric clarifies that the Company does not have a “standard offer” program.

161. Denied. PPL Electric lacks sufficient information or knowledge as to the intent of OCA’s investigation and, therefore, denies the same.

162. Admitted in part and denied in part. PPL Electric lacks sufficient information or knowledge as to the intent of OCA’s investigation and, therefore, denies the same. It is admitted that the Company’s default service rate classification may warrant reevaluation if a significant number of large load customers elect to receive default service in the future.

163. Admitted in part and denied in part. It is admitted that PPL Electric proposed that the CPTR could be used to assign Reliability Backstop Procurement (“RBP”) and Interim Resource Adequacy Service (“IRAS”) costs to large load customers. Further, FERC delayed the implementation of RBP and largely rejected PJM’s IRAS proposal, accepting only the definition of large load and the creation of a large load registry. Additionally, the merits of PPL Electric’s proposal, along with any proposals about the costs that should be included in the Company’s Generational Supply Charges or a separate rate mechanism, will be further addressed in this proceeding. Also, Paragraph 163 contains legal conclusions to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same.

164. Denied. Paragraph 164 contains legal conclusions to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the

Commission's Model Tariff and associated Order speak for themselves. Any interpretation, characterization, or quotation thereof is denied.

165. Denied. Paragraph 165 contains legal conclusions to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Further, the Commission's Model Tariff and associated Order speak for themselves. Any interpretation, characterization, or quotation thereof is denied.

166. Denied. PPL Electric lacks sufficient information or knowledge as to the "preliminary examination" performed by OCA and, therefore, denies the same. Also, Paragraph 166 contains legal conclusions to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. Moreover, PPL Electric's tariff speaks for itself. Any interpretation, characterization, or quotation thereof is denied. Further, PPL Electric incorporates Paragraphs 138, 146, 150, and 157 *supra*, as if fully set forth herein.

167. Admitted in part and denied in part. PPL Electric lacks sufficient information or knowledge as to the intent of OCA's review of Rate LP-6 and, therefore, denies the same. It is admitted that rate classifications applicable to large load customers should contain "appropriate protections that protect against the risk of cost shifting and the risks of other customers paying stranded costs." PPL Electric denies that such protections do not exist under its existing tariff and avers that such protections would be bolstered by the proposed CPTR and associated proposals in the Company's Petition. Further, PPL Electric incorporates Paragraphs 138, 146, and 157 *supra*, as if fully set forth herein.

168. Admitted in part and denied in part. It is admitted that some residential customers are facing affordability challenges. It is denied that such challenges are due solely to the level of regulated electric rates, as other factors (such as broader economic pressures, the lack of needed

generation, and the design of PJM's capacity market) are contributing to those challenges. Additionally, as explained in PPL Electric's Petition, the Company's proposals are designed to help improve electric rate affordability. Furthermore, PPL Electric will address the allegations and averments set forth in OCA's Formal Complaint in the Company's responsive pleadings to that Complaint. Nothing in this Answer to OCA's New Matter should be constituted as an admission or denial of any averments or arguments in OCA's Formal Complaint.

169. Denied. After reasonable investigation, PPL Electric is without sufficient information or knowledge as to the number of American households reportedly behind on paying their utility bills and, therefore, denies the same. Also, the OCA's averment about the number of American households reportedly behind on paying their utility bills is wholly based on a report that Michael W. Deupree cited on page 2 of his affidavit attached to OCA's Formal Complaint. See OCA's Formal Complaint, Appx. E, p. 2 n.5 (citing Nicole Greenfield, *Inside the Energy Affordability Crisis: "We Will All Be Affected By This,"* Consumer Reports (July 23, 2026)). That report speaks for itself. Any interpretation, characterization, or quotation thereof is denied. Furthermore, PPL Electric will address the allegations and averments set forth in OCA's Formal Complaint in the Company's responsive pleadings to that Complaint. Nothing in this Answer to OCA's New Matter should be constituted as an admission or denial of any averments or arguments in OCA's Formal Complaint.

170. Admitted in part and denied in part. It is admitted that electric utility bills have increased in recent years. It is denied that those increases are due exclusively to increases in rates controlled by EDCs. This is especially true for PPL Electric, where the Company has only sought one distribution base rate increase since 2015. Instead, the majority of rate increases in PPL Electric's territory have arisen out of increases in costs from generation and capacity markets, as

well as increases in costs of mandated public policy programs that utilities are required to implement. This includes increases in net metering, universal service, taxes, and Alternative Energy Portfolio Standards (“AEPS”) Act compliance costs. In further response, PPL Electric strives to be judicious with its expenses and capital costs, recognizing the downstream impact the incurrence of those costs has on customers’ rates. That keen focus has enabled the Company to have among some of the lowest electric distribution rates among the major EDC even with the base rate increase approved earlier this year. The Company also stayed out of a base rate case for over 10 years by utilizing all available tools in consideration of customer affordability, including increasing its Long-Term Infrastructure Improvement Plan (“LTIIP”) spending and seeking and receiving approval of a waiver of its Distribution System Improvement Charge (“DSIC”) cap.

171. Admitted in part and denied in part. PPL Electric incorporates Paragraphs 170 *supra*, as if fully set forth herein. Furthermore, PPL Electric will address the allegations and averments set forth in OCA’s Formal Complaint in the Company’s responsive pleadings to that Complaint. Nothing in this Answer to OCA’s New Matter should be constituted as an admission or denial of any averments or arguments in OCA’s Formal Complaint.

172. Admitted in part and denied in part. It is admitted that some customers in PPL Electric’s service territory are facing affordability challenges, including those who are not income-eligible for the Company’s hardship fund or other assistance programs. PPL Electric lacks sufficient information or knowledge as to the circumstances in other portions of the Commonwealth and, therefore, denies the same. Furthermore, PPL Electric will address the allegations and averments set forth in OCA’s Formal Complaint in the Company’s responsive pleadings to that Complaint. Nothing in this Answer to OCA’s New Matter should be constituted as an admission or denial of any averments or arguments in OCA’s Formal Complaint.

173. Denied. PPL Electric's Rate LP-6 and proposed CPTR are designed to protect non-Rate LP-6 customers from unduly bearing the transmission facilities costs incurred to serve large load customers. Rate LP-6 also requires those large load customers to cover \$11 million per year in universal service costs, thereby providing direct funding to the assistance programs that help income-eligible residential customers pay their bills and balances in arrears. In addition, the CPTR builds upon the protections in Rate LP-6 by ensuring that the Network Integration Transmission Service ("NITS") and certain other transmission costs are directly assigned to and recovered from Rate LP-6 customers. By removing the obligation of electric generation suppliers ("EGSs") to recover those costs, which are currently allocated to the EGSs due to their role as Load Serving Entities ("LSEs"), from their customers, PPL Electric's CPTR can enhance competition in the retail electric market and improve electric rate affordability.

174. Denied. Whether enhanced protections are "necessary and appropriate" is a legal conclusion, to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. In further response, PPL Electric incorporates Paragraph 173, *supra*, as if it were fully set forth herein.

175. Admitted in part and denied in part. It is admitted that some customers in PPL Electric's service territory are facing affordability challenges, including those who are not income-eligible for the Company's hardship fund or other assistance programs or who are income-eligible but have not enrolled in or sought assistance from those programs. It is denied that all low-income customers are "particularly vulnerable to the potential costs associated with rapid data center development" and that "they have less ability to absorb increases in their electric bills." Not all individual customers' circumstances are the same. Indeed, a low-income customer enrolled in OnTrack, PPL Electric's Customer Assistance Program ("CAP"), who is on the Percent of Income

(“PIP”) option can be insulated from increases in rates attributable to “rapid data center development.” Also, unless a customer is income-eligible, the customer cannot participate in PPL Electric’s universal service programs. Therefore, an assertion that low-income customers are “more likely to depend on customer assistance programs to maintain essential service” than non-low-income customers is a flawed comparison, and PPL Electric denies the same.

176. Admitted. However, PPL Electric maintains that large load interconnections can reduce the transmission costs that are allocated to and recovered from residential customers. In further response, PPL Electric incorporates Paragraph 175 as though it were fully set forth herein.

177. Denied. Paragraph 177 references the “Commission’s own statements,” including a statement by Vice Chair Barrow. Those statements speak for themselves, and any interpretation, characterization, or quotation thereof is denied.

178. Admitted in part and denied in part. It is admitted that PPL Electric’s 2025 Rate Case Settlement provided “important” protections for residential and low-income customers. It is denied that such protections were “limited.” PPL Electric incorporates Paragraphs 138, 146, 150, and 157, *supra*, as though they were fully set forth herein. Additionally, PPL Electric’s tariff and the Commission’s June 4, 2026 Opinion and Order approving the Settlement speak for themselves. Any interpretation, characterization, or quotation thereof is denied. In further response, the \$11 million was arrived at by the parties through the negotiations of the Settlement. Although the Company’s projected growth in large load interconnections has increased, that does not mean Rate LP-6’s contributions to the universal service costs must be automatically increased as a result.

179. Admitted.

180. Admitted. In further response, PPL Electric incorporates Paragraph 173 as though it were fully set forth herein.

181. Denied. It is denied that the issues identified by OCA, including the “proposed CAPTR [sic],” must be addressed “in the context of the separate proceeding initiated by the OCA.” These issues can all be addressed within the context of the instant CPTR proceeding, and PPL Electric maintains that these cases should be consolidated to avoid the undue and unwarranted duplication of time and resources when both cases concern overlapping issues of law and fact and have common parties involved. It is also denied that “eligible low-income customers may fail to receive the protections to which they are entitled” unless a “review and appropriate strengthening of these protections” occurs. PPL Electric’s existing, Commission-approved tariffs and assistance programs already provide reasonable and appropriate protections for eligible low-income customers, and the Company’s proposals in this proceeding are designed to bolster the protections afforded to non-Rate LP-6 customers, including low-income customers. PPL Electric incorporates Paragraph 178, *supra*, as though it were fully set forth herein. Furthermore, PPL Electric will address the allegations and averments set forth in OCA’s Formal Complaint in the Company’s responsive pleadings to that Complaint. Nothing in this Answer to OCA’s New Matter should be constituted as an admission or denial of any averments or arguments in OCA’s Formal Complaint.

182. Admitted in part and denied in part. It is admitted that these “issues should not be considered in isolation or resolved piecemeal in this proceeding.” It is denied that the issues should be “evaluated holistically in the context of the separate proceeding” initiated by the OCA. Paragraph 182 also contains legal conclusions and requests for relief to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same. PPL Electric incorporates Paragraphs 138, 146, 150, 157, 178, and 181, *supra*, as though they were fully set forth herein. Furthermore, PPL Electric will address the allegations and averments set forth in OCA’s Formal Complaint in the Company’s responsive pleadings to that Complaint. Nothing in

this Answer to OCA's New Matter should be constituted as an admission or denial of any averments or arguments in OCA's Formal Complaint.

183. Denied. PPL Electric is without sufficient information or knowledge as to OCA's thoughts and beliefs and, therefore, denies the same. It is also denied that the name "Customer Protection Transmission Rider" is inaccurate, misleading, or presumptuous, as alleged by OCA in Paragraphs 183 and 184 of its New Matter. The proposed CPTR's name communicates the rider mechanism's fundamental goal—to protect customers from unduly bearing transmission costs that should be borne by other customers. Further, in the Company's experience, customers do not know what market-based and non-market-based charges are, making OCA's proposed name of "Non-Market-Based Services Rider" or "Rider NMB" confusing to customers. Indeed, it is unclear how OCA's proposed name would, as alleged by OCA, "remain specific about the class whose costs are being addressed." By contrast, the CPTR quickly and accurately conveys to customers the central purpose of the mechanism. PPL Electric also fully recognizes that the ultimate design of the rider mechanism is the subject of this litigation. Although the Company fully supports its proposals and maintains that they are reasonable and in the public interest, it is completely inaccurate for OCA to claim that PPL Electric is "prejudging the Commission's ultimate determination regarding who should bear those costs." All aspects of the proposed CPTR, including its design and name, can be addressed by the parties in this litigation. The remainder of Paragraph 183 consists of requests for relief to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same.

184. Denied. PPL Electric incorporates Paragraph 183, *supra*, as though it were fully set forth herein. The remainder of Paragraph 184 consists of requests for relief to which no response is needed. To the extent a response is deemed necessary, PPL Electric denies the same.

II. CONCLUSION

WHEREFORE, PPL Electric Utilities Corporation respectfully requests that the Pennsylvania Public Utility Commission deny the affirmative relief requested in the New Matter of the Office of the Consumer Advocate.

Respectfully submitted,



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Date: October 22, 2026

Attorneys for PPL Electric Utilities Corporation

VERIFICATION

I, BETHANY L. JOHNSON, being the Vice President - Regulatory Affairs at PPL Services Corporation, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect PPL Electric Utilities Corporation to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: October 22, 2026


Bethany L. Johnson